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Attorneys for DEFENDANT  
NINTENDO OF AMERICA INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JOUBIN RAHIMI, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

NINTENDO OF AMERICA INC.,

Defendant.

Case No.: 12-cv-6351-TEH

**STIPULATION OF DISMISSAL  
WITH PREJUDICE**

**STIPULATION OF DISMISSAL  
WITH PREJUDICE  
No. 12-cv-6351-TEH**

1 WHEREAS, the Complaint was filed in this Court on December 14, 2012 (Dkt. No. 1);

2 WHEREAS, on January 9, 2013, the parties stipulated to extend Defendant Nintendo of  
3 America Inc.'s ("Nintendo") response date to February 11, 2013 (Dkt. Nos. 6 & 7);

4 WHEREAS, on February 11, 2013, Nintendo filed a Motion to Compel Arbitration and  
5 Stay Proceedings ("Motion") (Dkt. No. 11);

6 WHEREAS, the Court granted Nintendo's Motion on March 18, 2013;

7 WHEREAS, the Court's March 18 Order stated, *inter alia*, that "Within seven days of the  
8 completion of the arbitration or on June 24, 2013, whichever is sooner, the parties shall file a joint  
9 status statement or a stipulated dismissal of this case";

10 WHEREAS, no defendant in this action has answered the complaint or filed a motion for  
11 summary judgment;

12 WHEREAS, a class has not been certified in this action; and

13 WHEREAS, pursuant to Fed. R. Civ. P. 41(a)(1), plaintiff Joubin Rahimi wishes to  
14 voluntarily dismiss this action with prejudice with respect to his individual claims only.

15 THEREFORE, it is hereby agreed and stipulated, by and between counsel for the parties  
16 herein, to dismiss the individual claims of plaintiff Joubin Rahimi with prejudice. The claims  
17 asserted on behalf of a putative class are to be dismissed *without* prejudice. The parties agree that  
18 each will bear their own costs and attorneys' fees.

19 Because this stipulation is signed by all parties who have appeared and no class has been  
20 certified, no Court order is necessary to effectuate dismissal.

21 **IT IS SO STIPULATED.**

22 Dated: June 25, 2013

06/27/2013



23 THE KATRIEL LAW FIRM

24 /s/Roy A. Katriel

Roy A. Katriel  
Attorney for Plaintiff JOUBIN RAHIMI

25 COOLEY LLP

26 /s/Michelle C. Doolin

27 Michelle C. Doolin  
Attorneys for Defendant NINTENDO OF  
28 AMERICA INC.

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WITH PREJUDICE  
No. 12-cv-6351-TEH**

1.

**FILER'S ATTESTATION (CIVIL LOCAL RULE 5-1(i)(3))**

In accordance with Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document has been obtained from each of the other signatories.

COOLEY LLP

/s/ Michelle C. Doolin

Michelle C. Doolin

Email: mdoolin@cooley.com